



## Zelle® Transfer Service Terms and Conditions

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This "Agreement" contains the terms and conditions governing your use of the Zelle® Transfer Service (the "Service").

Your use of the Service will be subject to the following: the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using the Service; our account Terms and Conditions, Electronic Fund Transfers Disclosure, Funds Availability Disclosure and other applicable state and federal laws and regulations.

### 1. Description of Services

- a. We have partnered with *Zelle Network* ("*Zelle*") to enable use of the Service which is a convenient way to transfer money between you and others who are enrolled directly with *Zelle*, or enrolled with another financial institution that partners with *Zelle* (each, a "User") using aliases, such as email addresses or mobile phone numbers. We will refer to financial institutions that have partnered with *Zelle* as "Network Banks."
- b. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Participating Financial Institution.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

### 2. Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with *Zelle*, as determined by *Zelle* in its sole discretion; or (f) in *Zelle's* or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, *Zelle* or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor *Zelle* have any obligation to monitor any Content, both we and *Zelle* have absolute discretion to remove Content at any time and for any reason without notice. We and *Zelle* may also monitor such Content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. We and *Zelle* are not responsible for, and assume no liability, for any Content, including any loss or damage to any of your Content. We and *Zelle* make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "*Zelle* tag." You will be limited to one *Zelle* tag per bank account, and each *Zelle* tag must have one U.S. mobile phone number or email address associated with it. Your *Zelle* tag must meet the Content Standards. You may not select a *Zelle* tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor *Zelle* have any obligation to monitor User *Zelle* tags, both we and *Zelle* have absolute discretion to remove a User *Zelle* tag at any time and for any reason without notice. We and *Zelle* may require you to change your *Zelle* tag in our sole discretion, and we may elect to make a *Zelle* tag unavailable to you, without any liability to you. We and *Zelle* may also monitor User *Zelle* tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a *Zelle* tag that is offensive, indecent, or objectionable. We and *Zelle* are not responsible for, and assume no liability, for any User *Zelle* tags, including any loss or damage caused thereby. We and *Zelle* make no representation or warranty that a User *Zelle* tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

We reserve the right to determine other prohibited uses of the Service at our sole discretion, and at any time. We reserve the right to suspend or terminate your use of the Service if we believe, in our sole discretion, that you violated the terms and conditions for use of the Service.

You agree that you are enrolling as a User of the Service. You agree that you will only use the Service for Transfer Transactions entered into for lawful purposes, and not for purposes or activities that may lead to liability, reputational harm, or brand damage to WestStar or Zelle.

### **3. Consent to Share Personal Information (Including Account Information)**

You authorize us and the Zelle Network to disclose information about you, including your email addresses and/or telephone numbers associated with your use of the Service to Network Banks and *Zelle* to process and route transfers to and from your Funding and Deposit accounts. You also authorize us to store information you provide about the Users you send money to for your future use. We may also disclose information to third parties about you and your account(s) as necessary to complete Transfer Transactions, provided by the Service, or as otherwise permitted by our Privacy Notice.

### **4. Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy Notice at [weststarbank.com/privacy-notice](https://weststarbank.com/privacy-notice), which is incorporated into and made a part of this Agreement by this reference.

### **5. Wireless Operator Data**

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, to WestStar and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. See Zelle's Privacy Policy [zellepay.com/website-privacy-notice](https://zellepay.com/website-privacy-notice) for how *Zelle* treats your data, and our Privacy Policy [weststarbank.com/privacy-notice](https://weststarbank.com/privacy-notice) for how we treat your data.

### **6. Enrolling for the Service**

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent, text message-enabled U.S. mobile phone number that you intend to use for an extended period of time. (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. We reserve the right to cancel any enrolled email addresses or mobile phone numbers that do not meet the requirements of these Terms and Conditions at any time without prior notice.
- b. Once enrolled, you may:

- i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User, subject to the terms and conditions outlined in Section 9 titled "Sending Money"; and
  - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions outlined in Section 8 "Receiving Money" and Section 12 "Requesting Money".
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- d. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with *Zelle*.

## **7. Consent to Emails and Automated Messages**

By participating as a User, you represent that you are the owner of the email address, mobile phone number, *Zelle* tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, *Zelle* tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled for use in the Service is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* send on your behalf may include your name.

- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from us, send STOP to 53608. For help or information regarding text messaging, send HELP to 53608, or call our Client Service Center at (915) 532-1000. You expressly consent to receipt of a text message to confirm your "STOP" request. Message and data rates may apply.
- f. Supported Carriers: All Major Wireless Carriers.

## **8. Receiving Money; Money Transfers by Network Banks**

Once a User initiates a transfer of money to your email address, mobile phone number, or *Zelle* tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

## **9. Sending Money; Debits by Network Banks**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to

someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## **10. Liability**

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

By using this Service, you agree that you will not use the Service to request, send, or receive money in connection with:

- i. payments for goods and services
- ii. any activity that is illegal or prohibited under federal or applicable state law,
- iii. tax payments or other amounts owed to government entities,
- iv. payment or collection of an overdue or defaulted debt,
- v. court-ordered amounts such as alimony or child support,
- vi. payments to loan sharks or to pay fines,
- vii. Traveler's checks, money orders, equities, annuities, currencies, or digital currencies (i.e. cryptocurrency)
- viii. gambling,
- ix. scams,
- x. use that may potentially be harassing, abusive, offensive, or inappropriate to another User, which we, in our sole discretion, may determine, or
- xi. an amount owed to someone other than you.

## 11. Send Limits

Transfers from consumer WestStar Accounts may be made in amounts of up to \$1,000 per transaction with a maximum of \$1,500 per day, and \$10,000 in any calendar month, in the aggregate from all your combined accounts registered with the Service. Limits are subject to change, at any time, at our discretion.

Transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system. At our discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

## 12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than your request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive, or unwelcome by the recipient.

### **13. Transaction Errors**

In case of Errors or Questions about your Transfer Transactions, contact us as soon as possible:

- Phone: (915) 532-1000, [Monday through Friday from 8:00 AM – 6:00 PM and Saturday 9:00 AM - 1:00 PM].
- By Mail: WestStar, ATTN: Operations, P.O. Box 99100, El Paso, TX 79999-9100.

### **14. Your Liability for Unauthorized Transfers**

You must examine your account statement with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized Transfer Transactions, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss).

To limit your liability for subsequent unauthorized transfers, or to report any other errors, we must hear from you no later than 60 days after the date we send the FIRST statement on which the problem or error appeared. Please provide the following:

- Your name and account number (if any).
- Describe the error or the transfer you question, and clearly explain why you believe it is an error or why you need more information.
- The date and dollar amount of the suspected error.

If you report a problem by phone, we may require that you send us the complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will promptly correct any error. If we need more time to conduct our investigation, we will notify you of our need for an extension of up to 45 days. If we decide to do this, we will provisionally credit your account within 10 Business Days for the amount you think is in error, so you can use the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within 10 Business Days, we may not provisionally credit your account.

Note that these liability rules are established by Regulation E, which implements the federal Electronic Funds Transfer Act and do not apply to business accounts.

Transfer Transactions that have been processed cannot be cancelled or stopped. You agree that you, and not we, will be responsible for resolving any payment dispute with any User to whom you send money through a Transfer Transaction.

### **15. Liability for Failure to Complete Transfers**

We will not be liable, for example:

- If, through no fault of ours, your account does not contain sufficient funds to make the transfer and the transfer would exceed any credit line or any overdraft for such account.
- The Service, your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.



- Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- If you have not provided us with complete and correct transfer information, including without limitation the financial institution name and account number (if applicable) for your registered Accounts, the email address or mobile phone number of the recipient for transfers you send and transfer amount for a transfer.
- If the intended recipient of a transfer is not registered with the Service or the person-to-person transfer service of Zelle.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service.

## **16. Fees**

Any fees that may apply in connection with use of the Service are set forth in our Terms and Conditions and Schedule of Fees. Please refer to our Schedule of Fees available at [weststarbank.com/documents](https://weststarbank.com/documents).

## **17. Use of Online Banking and/or Mobile Banking App**

You agree to access this website and/or mobile app in compliance with our WestStar Online Banking Disclosure, which is available at [weststarbank.com/our-info/online-banking-disclosure](https://weststarbank.com/our-info/online-banking-disclosure) and incorporated into and made part of this Agreement by this reference.

## **18. Cancellation of the Service**

You may cancel the Service by calling our Client Service Center at (915) 532-1000 [Monday through Friday from 8:00 AM – 6:00 PM and Saturday 9:00 AM - 1:00 PM]. By canceling the Service, any pending, repeating and future dated transfers, will also be terminated, however any transfer that is in process cannot be cancelled by you. When you cancel the Service, you will no longer be able to access or use the Service and you will not receive a refund of service fees, if any. When you cancel the Service, it will not cancel your other online services or your account relationships, if any, with us.

## **19. Right to Terminate Access**

You agree that unless otherwise required by applicable law or regulation, we can terminate your access to the Service, in whole or in part, at any time. For example, in the event (i) you violate any terms of this Agreement, (ii) there are suspected or confirmed unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Service, or (iii) we incur problems with your use of the Service, you agree that we may suspend

or terminate your access to the Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Service participants, suspend or terminate:

- the Service,
- your ability to send or receive funds through a Transfer Transaction,
- your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- your ability to request funds from another User, or
- your ability to receive requests for funds from another User.

## **20. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. *ZELLE* DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## **21. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF *ZELLE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE'S* SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

## **22. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

## **23. Governing Law; Choice of Law; Severability**

The Parties agree that this Agreement and any claim or dispute that has arisen or may arise under it is governed by the laws of the State of Texas, without regard to conflict of laws principles. If a provision of this Agreement is found to be illegal, invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect. Should any obligation of this Agreement be found illegal or unenforceable for being too broad with respect to duration, scope or subject matter, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by applicable law.

## **24. Miscellaneous**

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.